

Filing at a Glance

Company: Austin Mutual Insurance Company

Product Name: Supermarket/Grocers Program SERFF Tr Num: MEDJ-125241300 State: Arkansas

TOI: 26.0 Burglary & Theft

SERFF Status: Closed

State Tr Num: AR-PC-07-025596

Sub-TOI: 26.0001 Commercial Burglary & Theft Co Tr Num: AMJ-AR-2007-CRF01

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Melanie French, John
Spain, Terrel Madsen

Disposition Date: 07-30-2007

Date Submitted: 07-26-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 08-01-2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments: Minnesota is not in
the trade area for the Supermarket/Grocery
Stores Program at this time. Territory is
currently limited to AR, IL, KS, MO & OK.

Reference Organization: NONE

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-30-2007

State Status Changed: 07-27-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Austin Mutual Insurance Company is entering the supermarket/grocers insurance market in several Midwestern states to aid retailers in securing property and liability coverages for their operations. Beginning in March of 2007, another insurer that wrote a significant block of business for grocery retailers began non-renewing its entire block of retail grocery/supermarket business coverage. In the absence of that insurer, only a few specialty carriers remain.

Austin Mutual is partnering with a Kansas City-area based general agency (Med James, Inc. MJJ) to underwrite and service this business. MJJ has employed several insurance professionals previously associated with the carrier that non-renewed its book of business. Accordingly, significant knowledge of coverage, underwriting and service can be replicated for Austin Mutual.

This submission represents the initial filing of Austin Mutual for this business segment. The coverage is designed to closely recreate a product which the retailers desire and have purchased historically

Commercial Crime forms and manuals are independent filings that essentially recreate the coverage provided by the non-renewing carrier.

Company and Contact

Filing Contact Information

John Spain, spainj@medjames.com
8595 College Blvd, Ste. 200 (913) 663-5500 [Phone]
Overland Park, KS 66210 (913) 663-2014[FAX]

Filing Company Information

Austin Mutual Insurance Company	CoCode: 13412	State of Domicile: Minnesota
10 Second Street NE, Suite 300	Group Code:	Company Type: Property/Casualty
Minneapolis, MN 55413-2282	Group Name:	State ID Number:
(612) 378-8600 ext. [Phone]	FEIN Number: 41-0134100	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 for each filing

	Make check payable to "The State Insurance Department Trust Fund".
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
28531	\$50.00	07-25-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07-30-2007	07-30-2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	07-30-2007	07-30-2007	Terrel Madsen	07-30-2007	07-30-2007

Disposition

Disposition Date: 07-30-2007

Effective Date (New): 08-01-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authority Letter	Approved	Yes
Form	COMMON POLICY DECLARATIONS	Approved	Yes
Form	CRIME COVERAGE SECTION	Approved	Yes
Form	COMMERCIAL CRIME INSURANCE POLICY - DECLARATIONS	Approved	Yes
Form	COMMERCIAL CRIME PLUS ENDORSEMENT	Approved	Yes
Form	INCREASE LIMIT OF INSURANCE FOR SPECIFIC PERIODS	Approved	Yes

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07-30-2007

Submitted Date 07-30-2007

Dear John Spain,

After reviewing your form filing, there is one thing that needs to be implemented.

Form: MJJ-CR-DEC-POL, Page 9 of 11: Legal Proceedings

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract.

You may amend by extending the time limit to five (5) years or by stating within the time allowed by law.

Please feel free to contact me if you have questions.

Llyweyia Rawlins

Certified Rate and Form Analyst

Property and Casualty Division

501-371-2809 Fax 501-371-2748L

Email: Llyweyia.rawlins@arkansas.gov

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State

Response Letter Date 07-30-2007

Submitted Date 07-30-2007

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Currently, form: MJJ-CR-DEC-POL (5/2007) includes the following within the Notice - Proof Legal Proceedings provisions:

"If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law."

Please advise if this is not acceptable. Thanks.

No Supporting Documents have changed.

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,

John Spain, Melanie French, Terrel Madsen


Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	COMMON POLICY DECLARATIONS	MJI IL DS 00	07 02	Declaration New s/Schedule		0.00	MJI IL DS 00 07 02.pdf
Approved	CRIME COVERAGE SECTION	MJI-CR- DEC-POL	05/2007	Policy/CoveNew rage Form		0.00	MJI-CR- DEC-POL (05-2007).pdf
Approved	COMMERCIAL CRIME INSURANCE POLICY - DECLARATIONS	MJI-CR- GTC	05/2007	Policy/CoveNew rage Form		0.00	MJI-CR-GTC (05-2007).pdf
Approved	COMMERCIAL CRIME PLUS ENDORSEMENT	MJI-CR- PLUS- END	05/2007	Endorseme New nt/Amendm ent/Condi ti ons		0.00	MJI-CR- PLUS-END (05-2007).pdf
Approved	INCREASE LIMIT OF INSURANCE FOR SPECIFIC PERIODS	MJI-CR- INCLMTS P-END	05/2007	Endorseme New nt/Amendm ent/Condi ti ons		0.00	MJI-CR- INCLMTSP-END (05-2007).pdf

POLICY NUMBER:

MJI IL DS 00 07 02

COMMON POLICY DECLARATIONS

<div style="display: flex; align-items: center;">  <div> <p>AUSTIN MUTUAL INS. CO.</p> <p>10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282 P.O. Box 401, Minneapolis MN 55440-0401</p> </div> </div>	<p>PRODUCER NAME AREA</p>
<p>NAMED INSURED: _____</p> <p>MAILING ADDRESS: _____</p> <p>_____</p> <p>POLICY PERIOD: FROM _____ TO _____ AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.</p>	

BUSINESS DESCRIPTION	
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
BOILER AND MACHINERY COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL PROPERTY COVERAGE PART	\$ _____
CRIME AND FIDELITY COVERAGE PART	\$ _____
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
LQUOR LIABILITY COVERAGE PART	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL:	\$ _____
Premium shown is payable: \$_____ at inception. \$ _____	

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

Countersigned:	By:
(Date)	(Authorized Representative)

Austin Mutual Insurance Company has caused this policy to be signed by its authorized officers, but it is not valid unless also signed by a duly authorized representative of Austin Mutual Insurance Company.

Jeffrey B. Kusch, President and CEO

Robert K. Long, Sr. Vice President and Secretary

This policy is produced through and administered by Med James, Inc.

Questions regarding the policy should be directed to:

Med James, Inc.
PO Box 2014
Shawnee Mission, KS 66201

Local: 913-663-5500
Toll Free: 1-800-255-6503
Fax: 913-663-2014

DECLARATIONS
CRIME COVERAGE SECTION



AUSTIN MUTUAL INS. CO.

10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282
P.O. Box 401, Minneapolis MN 55440-0401

Item 1. Name of Insured:

Item 2. Limits of Liability:

Employee Theft Coverage:	\$
Premises Coverage:	\$
Transit Coverage:	\$
Depositors Forgery Coverage	\$

Item 3. Deductible Amount: \$

Item 4. Territory: Anywhere in the world

**Crime Coverage
Section**

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this coverage section, the Company agrees as follows:

Insuring Clauses

**Employee Theft
Coverage
Insuring Clause 1**

1. The Company shall be liable for direct losses of **Money, Securities** or other property caused by **Theft** or forgery by an **Employee** of any **Insured** acting alone or in collusion with others.

**Premises Coverage
Insuring Clause 2**

2. The Company shall be liable for direct losses caused by the actual destruction, disappearance, or wrongful abstraction of **Money** or **Securities** within or from the **Premises, Banking Premises** or night Depository chute or safe maintained by any bank or trust company.
- (A) loss of or damage to other property by **Robbery** or attempt thereof within the **Premises**;
 - (B) loss of or damage to such property contained within any safe which results from **Safe Burglary** or attempt thereof within the **Premises**;
 - (C) damage to a locked safe, cash drawer, cash box, or cash register within the **Premises** by felonious entry or attempt thereof or loss by felonious abstraction of such container from within the **Premises**; and
 - (D) damage to the **Premises** resulting from such **Safe Burglary** or **Robbery**.

**Transit Coverage
Insuring Clause
3**

3. The Company shall be liable for direct losses caused by the actual destruction, disappearance or wrongful abstraction of **Money** or **Securities** outside the **Premises**, while being conveyed by the **Insured**, a partner, an **Employee**, an armored motor vehicle company or any other person duly authorized by the **Insured** to have custody thereof or while temporarily within the home of the **Insured**, a partner, an **Employee** or any other such person.
- (A) loss of or damage to other property by **Robbery** or attempt thereof outside the **Premises** while the property is being conveyed by the **Insured**, a partner, an **Employee** or an armored motor vehicle company; and
 - (B) loss by **Theft** of such property while temporarily within the home of the **Insured**, a partner or an **Employee**.

Exclusions

4. Coverage under this coverage section does not apply to:

- (A) loss due to war (whether or not declared); civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition incident to any of the foregoing;
 - (B) loss caused or contributed to by **Theft** or any other fraudulent, dishonest or criminal act committed by a partner of the **Insured**, whether acting alone or in collusion with others.
 - (C) loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
 - (D) any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this coverage section;
 - (E) loss of income not realized by the **Insured** as the result of any loss covered under this coverage section;
 - (F) loss of trade secrets, confidential processing methods or other confidential information of any kind;
 - (G) fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding or claim whether or not such proceeding results or would result in a loss recoverable under this coverage section;
 - (H) loss unless reported and proved in accordance with Subsection 18 hereof;
 - (I) loss unless discovered and written notice thereof is given to the Company within (1) sixty days following termination in its entirety of Crime coverage provided to the **Insured** by the Company or (2) one year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the first named **Insured**;
 - (J) loss sustained by any **Insured** herein unless discovered and written notice thereof is given to the Company within sixty days following termination of this coverage section as to such **Insured**;
- Or
- (K) loss under any Insuring Clause which is terminated in its entirety unless discovered and written notice thereof is given to the Company within sixty days following such termination.

**Exclusions
(continued)**

5. Coverage under Insuring Clause 1 of this coverage section does not apply to:
- (A) loss or that of any loss the proof of which involves in any manner (1) a profit and loss computation or comparison, or (2) a comparison of inventory records with an actual physical count; provided, however, that where the **Insured** established wholly apart from such comparison that it has sustained a loss covered under Insuring Clause 1, and has identified the **Employee** involved, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;
 - (B) loss caused by an **Employee** not engaged in the regular service of the **Insured** within the territory set forth in Item 4 of the Declarations for this coverage section;
 - (C) loss caused by an **Employee** if an elected or appointed officer of the **Insured** possessed at any time knowledge of any act or acts of Theft, fraud or dishonesty committed by such Employee: (1) in the service of the **Insured** or otherwise during the term of employment by the **Insured**, or (2) prior to employment by the **Insured** provided that such conduct involved **Money, Securities** or other property valued at \$25,000 or more;
 - (D) loss caused by any broker, factor, commission merchant, cosignee, contractor or other agent or representative of the same general character; or
 - (E) loss resulting directly or indirectly from trading whether or not in the name of the **Insured** and whether or not in a genuine or fictitious amount.
6. Coverage under Insuring Clauses 2 & 3 of this coverage section does not apply to loss or damage:
- (A) which occurs outside of the territory set forth in Item 4 of the Declarations for this coverage section;
 - (B) due to **Theft, Computer Theft** or any other fraudulent, dishonest or criminal act (other than **Safe Burglary** or **Robbery** or attempt thereat) by an **Employee**, director, trustee, or authorized representative of the **Insured** whether acting alone or in collusion with others;
 - (C) due to fire, except (1) loss of or damage to **Money** or **Securities**, or (2) damage to any safe or vault caused by the application of fire thereto for the purpose of **Safe Burglary**;
 - (D) due to the giving or surrendering of **Money** or **Securities** in any exchange or purchase;
 - (E) of or to manuscripts, records, accounts, microfilm or tapes;

**Exclusions
(continued)**

- (F) due to forgery;
- (G) of or to **Money, Securities** or other property while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company;
- (H) of or to **Money, Securities** or other property while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by the **Insured** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Insured** under (1) the **Insured's** contract, if any, with, or insurance carried by, any of the foregoing, or (2) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this coverage section shall cover only such excess;
- (I) due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
- (J) of or to **Money, Securities** or other property as a result of kidnap/ransom or other extortion payments (as distinguished from the proceeds of a Robbery) surrendered to any person as a result of a threat to do (1) bodily harm to any person, or (2) damage to the **Premises** or other property owned by the **Insured** or held by the **Insured** in any capacity; or
- (K) due to **Computer Theft** or **Funds Transfer Fraud**.

Ownership

- 7. The Company's liability under this coverage section shall apply only to **Money, Securities** or other property owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable; provided that the Company shall not be liable for damage to the **Premises** unless the **Insured** is the owner or is liable for such damage.

Joint Insured

- 8. Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms hereof and for the purpose of effecting or accepting any amendments to or terminations of this coverage section. Each and every other **Insured** shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right hereunder whatsoever and that this coverage section or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any insured or by any partner or officer of any **Insured** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this coverage section. All losses and other payments, if any, payable by the Company, shall be payable to the first named **Insured**, without regard to such Insured's obligations to others; and

**Joint Insured
(continued)**

the company shall not be responsible for the proper application of any payment made. The Company shall not be liable for loss sustained by one Insured to the advantage of any other Insured. If the Company shall agree to and shall make payment to any **Insured** other than the one first named, such payment shall be treated as though made to the first named.

**Consolidation
Merger**

9. If, through (1) consolidation or merger with, (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of some other entity, exposures are created which are covered by this coverage section by reason of the description of the **Insured**, and that such consolidation, merger or acquisition results in an increase of the total assets of the **Insured** of more than 15%, then the **Insured** shall give the Company written notice of the consolidation, merger or acquisition within ninety days and shall pay the Company an additional premium computed pro rata from the date of the consolidation, merger or acquisition to the end of the current premium period; otherwise coverage as may be provided on such other entity shall be null and void from the date of the consolidation, merger or acquisition.

Other Insurance

10. If the **Insured** or any other party at interest in any loss covered by this coverage section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this coverage section, then this coverage section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this coverage section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

**Liability for
Prior Losses**

11. The liability coverage of the company for loss sustained prior to (1) the effective date of this coverage section, or (2) the effective date Additional **Insureds** or coverages are subsequently added, is subject to the following:
- (A) the **Insured** or some predecessor in interest of the **Insured** carried some other bond or policy which, at the time such loss was sustained, afforded on the **Premises** or on the person or persons (whether **Employees** of the **Insured** or not) causing the loss, some or all of the coverage of the Insuring Clause of this coverage section applicable to the loss; and
 - (B) such prior coverage and the right of claim for loss hereunder continued under the same or some superseding bond or policy without interruption from the same time the loss was sustained until the date specified in (1) or (2) above; and
 - (C) the loss shall have been discovered after the expiration of the time for discovery of such loss under the last such bond or policy.

**Liability for
Prior Losses
(continued)**

The liability of the Company with respect to such loss shall not exceed the limit of liability under the coverage in force at the time the loss was sustained, or the limit of liability under the Insuring Clause of this coverage section applicable to the loss, whichever is smaller.

**Limits of
Liability**

12. The payment of any loss under this coverage section shall not reduce the liability of the Company for other losses; provided, however, that the maximum liability of the Company shall not exceed the dollar amount set forth in Item 2 of the Declarations for this coverage section:
- (A) applicable to Insuring Clause 1, Employee Theft Coverage, for any loss or losses caused by an **Employee** or in which any Employee is (are) concerned or implicated, either resulting from a single act or any number of such acts, regardless of when, during the period of this coverage section or prior thereto, such acts occurred.
 - (B) applicable to Insuring Clause 2, Premises Coverage, or Insuring Clause 3, Transit Coverage, for any loss or losses resulting from any one casualty or event (all losses resulting from an actual or attempted fraudulent or dishonest act or series of related acts at the **Premises** or **Banking Premises** whether committed by one or more persons shall be deemed to be one casualty or event); or

**Non-Accumulation
Of Liability**

13. Regardless of the number of years coverage shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, the liability of the Company with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one Insured, the aggregate liability of the Company for loss or losses sustained by any or all of them shall not exceed the amount for which the Company would be liable if all losses were sustained by any one of them.

**Deductible
No Superseded
Insurance Carrier
Involved**

14. From each loss sustained or discovered by the **Insurer** after deducting all recoveries (except insurance or sureties held by the **Insured** or the Company for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in Item 3 of the Declarations for this coverage section.

**Deductible
Superseded
Insurance Carrier
Involved**

15. Should any loss be discovered which is partly recoverable under this coverage section and partly recoverable under a prior bond or policy containing a deductible amount, the deductible amount specified in Item 3 of the Declarations under this coverage section shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

Valuation

16. In no event shall the Company be liable under this coverage section for more than:
- (A) the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day in which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less, plus the cost to post any required Lost Instrument Bonds. Such costs shall be paid by the Company on behalf of the **Insured** and the Company's liability shall be in addition to any other liability under the applicable Insuring Clause;
 - (B) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;
 - (C) the actual cash value at time of loss of other lost, damaged destroyed or for more than the actual cost of repairing or replacing the property with property of similar quality and value whichever is less; or
 - (D) the United States dollar value of a foreign currency based on the rate of exchange published in the Wall Street Journal on the day any loss involving foreign currency is discovered.

Recoveries

17. If the **Insured** shall sustain any loss covered by this coverage section, all recovered (except from sureties, insurance, reinsurance or indemnity taken by or for the benefit of the Company) made after the loss, less the actual cost of recovery, shall be distributed as follows:
- (A) if the loss is not subject to a deductible, the **Insured** shall be fully reimbursed from such recoveries for the amount of the loss which exceeds the amount of coverage provided by this coverage section and any balance shall be applied to the reimbursement of the Company.
 - (B) If the loss is subject to a deductible, the **Insured** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this coverage section less the deductible amount, any balance shall be applied to reimbursement of the Company to the extent of its loss and any remainder paid to the **Insured**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to the Company to the extent of its loss and any remainder paid to the **Insured**.

Notice - Proof Legal Proceedings

18. Upon knowledge or discovery by a proprietor, partner, officer or **Insurance Representative** of any **Insured** of loss or of an occurrence which may become a loss, written notice shall be given the Company at the earliest practicable moment, and in no event later than ninety days after such discovery. Within four months after such discovery the **Insured** shall furnish to the Company affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder

**Notice - Proof
Legal Proceedings
(continued)**

shall not be brought after the expiration of two years from the discovery of such loss. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At the Company's request the Insured shall submit to examination by the Company, subscribe the same under oath if required, and produce for the Company's examination all pertinent records at such reasonable times and places as the company shall designate, and shall cooperate with the Company in all matters pertaining to any loss or claim.

**Knowledge of
Prior Theft**

19. For the purpose of this coverage section and the exclusions applicable Insuring Clause 1, knowledge possessed by the **Insured** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and of that person's prior acts of Theft, fraud or dishonesty.

At the sole discretion of the Company, coverage may be extended to any individual upon written application by the **Insured** and consent given by the Company.

**Termination as To
any Employee**

- 20 This coverage shall terminate as to any **Employee** (1) immediately upon discovery by the **Insured**, or any elected or appointed officer of the **Insured** (not in collusion with such **Employee**), of any act of Theft or other fraudulent or dishonest act by the **Employee**, without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or (2) sixty days after the receipt by the **Insured** of a written notice of termination from the Company, whichever first occurs.

Definitions

21. **Banking Premises** means the interior of that portion of any building or buildings occupied by any bank, trust company or similar recognized place of safe deposit.

Computer Theft means the intentional taking of **Money** or **Securities** through use of a computer located at the **Insured's Premises** or anywhere.

Employee, either in the singular or plural, means one or more persons while in the regular service of any **Insured** in the ordinary course of the **Insured's** business during the term of this coverage section and whom any **Insured** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:

- (A) any non-compensated officer of any **Insured**,
- (B) any **ex-Employee** for a period not exceeding thirty days following termination of such person's services,
- (C) any director or trustee of any **Insured** while performing acts coming within the scope of the usual duties of an **Employee**,

**Definitions
(continued)**

- (D) any individual or individuals assigned to perform **Employee** duties for any **Insured**, within the **Insured's Premises**, by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this coverage section does not cover any loss caused by any such individual if such loss is also covered by any insurance or suretyship held by the agency furnishing such temporary personnel to the **Insured**, and
- (E) any one or more of the natural persons while in the service of any Employee Benefit Plan (included as **Insured** herein) as fiduciary, trustee administrator, officer, or employee and any other natural person required to be bonded by Title 1 of the Employee Retirement Income Security Act of 1974, as amended.

Financial Institution means

- (A) a banking, savings or thrift institution, or
- (B) a stock broker, mutual fund, liquid assets fund or similar investment institution

at which the **Insured** maintains a **Transfer Account**.

Fund Transfer Fraud means:

- (A) Fraudulent electronic, telegraphic, cable, teletype or telephone instructions issued to a **Financial Institution** directing such Institution to debit a **Transfer Account** which instructions purport to have been transmitted by the **Insured** but were in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent, or
- (B) Fraudulent written instructions issued to a **Financial Institution** directing such institution to debit a **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions which instructions purport to have been issued by the **Insured** but were in fact fraudulently issued, forged or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

Insurance Representative means the Insured's Employees designated to represent the **Insured** for the purpose of effecting and maintaining insurance.

Insured means those organizations designated in Item 1 of the Declarations for this coverage section.

Money means only currency, coin, bank notes and bullion.

Premises means that portion of the interior building occupied by the **Insured** in conducting its business.

Robbery means the unlawful taking of insured property from an **Insured**, a partner, an **Employee** or any other person authorized by the **Insured** to have custody of the property by violence, threat of violence or other overt felonious act committed in the presence and cognizance of such person, except any person acting as a watchman, porter or janitor.

Safe Burglary means the felonious abstraction of insured property from within a vault or safe located within the **Premises** by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock, provided that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of (1) a door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or (2) the top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through such doors.

Securities means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **Money**.

Transfer Account means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**.

- (A) by means of electronic, telegraphic, cable, teletype, facsimile or telephone instructions communicated directly or through an electronic funds transfer system, or
- (B) by means of written instructions establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic fund transfer system.

Theft means the unlawful taking of **Money**, **Securities** or other property to the deprivation of the **Insured**.

COMMERCIAL CRIME INSURANCE POLICY

DECLARATIONS



AUSTIN MUTUAL INS. CO.

10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282
P.O. Box 401, Minneapolis MN 55440-0401

Policy Number:

Item 1. **Parent Organization:**

Item 2. **Policy Period:**

From 12:01 A.M. on:

To: 12:01 A.M. on:

Local time at the address shown in Item 1.

Item 3. Coverage Summary

Description

GENERAL TERMS AND CONDITIONS
CRIME INSURANCE

In witness whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company

AUSTIN MUTUAL INSURANCE COMPANY

Secretary

President

Date

Authorized Representative

**General Terms
and Conditions**

- | | |
|---|--|
| <i>Territory</i> | 1. Coverage shall extend anywhere in the world. |
| <i>Terms and Conditions</i> | 2. Except for the General terms and Conditions or unless stated to the contrary in any coverage section, the terms and conditions of each coverage section of this policy apply only to that section and shall not be construed to apply to any other coverage section of this policy. |
| <i>Limits of Liability
and Deductible Amounts</i> | 3. Unless stated to the contrary in any coverage section, the limits of liability and deductible amounts shown for each coverage section of this policy are separate limits of liability and separate deductible amounts pertaining to the coverage section for which they are shown; the application of a deductible amount to a loss under one coverage section of this policy shall not reduce the deductible amount under any other coverage section of this policy. |
| <i>Notice</i> | <p>4. Notice to the Company under this policy shall be given in writing addressed to:</p> <p style="text-align: center;">Austin Mutual Insurance Company
PO BOX 401
Minneapolis, MN 55440-0401</p> <p>Such notice shall be effective on the date of receipt by the Company at such address.</p> |
| <i>Investigation and
Settlement</i> | 5. The Company may make any investigation it deems necessary and may, with the written consent of the Insured, make any settlement of a claim it deems expedient. If the Insured withholds consent to such settlement, the Company's liability for all loss on account of such claim shall not exceed the amount for which the Company could have settled such claim plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the Company to the Insured. |
| <i>Valuation and
Foreign Currency</i> | 6. All premiums, limits, retentions, loss and other amounts under this policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any coverage section, if judgment is rendered, settlement is denominated or another element of loss under this policy is stated in a currency other than United States of America dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in the <u>Wall Street Journal</u> on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively. |

*General Terms
and Conditions*

Subrogation

7. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the Insured.

*Action Against
the Company*

8. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability nor shall the Company be impleaded by the Insured or his legal representatives. Bankruptcy or insolvency of an Insured or of the estate of an Insured shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

Authorization Clause

9. By acceptance of this policy, the **Parent Organization** agrees to act on behalf of all Insureds with respect to the giving and receiving of notice of claim or termination, the payment of premiums and the receiving of any return premiums that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this policy (except the giving of notice to apply for the Extended Reporting Period), and the Insureds agree that the **Parent Organization** shall act on their behalf.

*Alteration and
Assignment*

10. No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorized employee of Austin Mutual Insurance Company.

*Termination of
Policy or
Coverage Section*

11. This policy or any coverage section shall terminate at the earliest of the following times:
- (A) sixty days after the receipt by the **Parent Organization** of a written notice of termination from the Company,
 - (B) upon the receipt by the Company of written notice of termination from the **Parent Organization**,
 - (C) upon expiration of the Policy Period as set forth in Item 2 of the Declarations of this policy, or
 - (D) at such other time as may be agreed upon by the Company and the **Parent Organization**.

The Company shall refund the unearned premium computed at customary short rates if the policy or any coverage section is terminated by the **Parent Organization**. Under any other circumstances the refund shall be computed pro rata.

**General Terms and
Conditions**

Definitions

12. When used in this policy:

Parent Organization means the organization designated in Item 1 of the Declarations of this policy.

Policy Period means the period of time specified in Item 2 of the Declarations of this policy, subject to prior termination in accordance with Subsection 11 above. If this period is less than or greater than one year, then the Limits of Liability specified in the Declarations for each coverage section shall be the Company's maximum limit of liability under such coverage section for the entire period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL CRIME PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

CRIME COVERAGE SECTION

Form MJ1 - CR - DEC - POL (05/2007))

The following Insuring Clause is added to the policy:

"Depositors Forgery Coverage Insuring Clause 4,

The Company shall be liable for direct losses caused by forgery or alteration of, on or in any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by, or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as set forth above, including:

- (A) any check or draft made or drawn in the name of the Insured payable to a fictitious payee and endorsed in the name of the fictitious payee;
- (B) any check or draft procured in a face to face transaction with the Insured or with one acting as agent of the Insured by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated; and
- (C) any payroll check, payroll draft or payroll order made or drawn by the Insured payable to the bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For purposes of this Insuring Clause mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

If the Insured or the Insured's bank of deposit, at the request of the Insured, shall refuse to pay any of the foregoing instruments made or drawn as set forth above alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the Insured or bank to enforce payment and the Company shall give its written consent to the defense of the suit, then any reasonable attorney's fees, court costs or similar legal expenses incurred and paid by the Insured or bank in defense shall be considered a loss under this Insuring Clause, and the liability of the company for such loss shall be in addition to any other liability under the Insuring Clause.

If, at the Insured's request, the Company waives any rights it may have against the bank upon which the instrument was drawn, the Insured and the bank shall assign to the Company all their rights against any other person, firm or corporation."

The following Exclusion applicable to Insuring Clause 4 is added to the policy:

"Coverage under Insuring Clause 4 does not apply to loss through forgery or alteration of, on or in:

- (A) any instrument, if such forgery or alteration is committed by any Employee or by any person in collusion with any Employee; or
- (B) any registered or coupon obligations issued or purported to have been issued by the Insured or any coupons attached thereto or detached therefrom."

The following provision is added to the policy:

"The Employee Benefit Plans listed in Item 4 of the Declarations for this coverage section are included as Insureds under Insuring Clause 1. With respect to losses sustained or discovered by any such plan, Insuring Clause 1, as contained in Subsection 1, is deleted and replaced by the following:

"The Company shall be liable for direct losses for Money, Securities and other property caused by any fraudulent or dishonest act or acts committed by any Employee of any Insured acting alone or in collusion with others."

For the purposes of Employee Benefit Plan Coverage, the words 'sixty days' are deleted from the Exclusions applicable to this coverage section wherever they appear and the words 'one year' are substituted in their place. In compliance with Title 1 of the Employees Retirement Income Security Act of 1974, payment by the Company under this coverage section to the first Named Insured shall be held by such Insured for the use and benefit of the Employee Benefit Plans sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for said Plans, such excess shall be held for the use and benefit of any other Named Plans should such Plans also discover loss recoverable thereunder. If Money, Securities and other property of two or more Employee Benefit Plans named above are commingled, recovery hereunder for loss of such Money, Securities or other property shall be shared by such Plans on a pro rata basis in accordance with the amount of coverage each such plan is required to carry by such Act.

The deductible provision stated in the 'Limits of Liability and Deductible Amounts' section of the 'General Terms and Conditions' do not apply to loss sustained by any Plan subject to ERISA which is insured under this insurance."

This endorsement changes the policy. Please read it carefully.

INCREASE LIMIT OF INSURANCE FOR SPECIFIC PERIODS

This endorsement modifies insurance provided under the following:

CRIME COVERAGE SECTION

SCHEDULE

Premises Coverage Insuring Clause 2 and Transit Coverage Insuring Clause 3.

Description and Location of Premises or Classification:

Premises No. Building No.

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

Designated Period Friday Noon to Monday Noon

Limit of Insurance:

Premises Coverage	From: \$	To: \$
Transit Coverage	From: \$	To: \$

The Limit of Insurance is increased each week for the period shown in the **SCHEDULE**. However, the limit by which the insurance is increased applies only to the loss discovered before the end of one year after the end of the period shown.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	07-30-2007
Comments:			
Attachment:			
industry_rates_pc_trans CR.pdf			
		Review Status:	
Satisfied -Name:	Authority Letter	Approved	07-30-2007
Comments:			
Attachment:			
AR Filing Letter.pdf			


Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
	n/a				0000
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
Austin Mutual Insurance Company	MN	13412	41-0134100		

5. Company Tracking Number	AMJ-2007-CRF01 & AMJ-2007-CRR01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
John V. Spain c/o Med James, Inc. 8595 College Blvd. Overland Park, KS 66210		800-255-6503 x638	913-663-2014	spainj@medjames.com
7. Signature of authorized filer				
8. Please print name of authorized filer	John V. Spain			

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	26.0 Burglary and Theft			
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)	Supermarket/Grocers Program			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	8/1/2007 or ASAP	Renewal:	n/a – new program
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)	n/a			
17. Reference Organization # & Title	n/a			
18. Company's Date of Filing	7/24/2007			
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AMJ-2007-CRF01 & AMJ-2007-CRR01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Austin Mutual Insurance Company is entering the supermarket/grocers insurance market in several Midwestern states to aid retailers in securing property and liability coverages for their operations. Beginning in March of 2007, another insurer that wrote a significant block of business for grocery retailers began non-renewing its entire block of retail grocery/supermarket business coverage. In the absence of that insurer, only a few specialty carriers remain.

Austin Mutual is partnering with a Kansas City-area based general agency (Med James, Inc. – MJJ) to underwrite and service this business. MJJ has employed several insurance professionals previously associated with the carrier that non-renewed its book of business. Accordingly, significant knowledge of coverage, underwriting and service can be replicated for Austin Mutual.

This submission represents the initial filing of Austin Mutual for this business segment. The coverage is designed to closely recreate a product which the retailers desire and have purchased historically

Commercial Crime forms and manuals are independent filings that essential recreate the coverage provided by the non-renewing carrier.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:
Amount:

Filing Fees are not applicable in Kansas

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AMJ-2007-CRF01
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	AMJ-2007-CRR01

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Common Policy Declarations	MJI IL DS 00 07 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Crime Coverage Section Declarations/Policy	MJI-CR-DEC-POL (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Commercial Crime Insurance Policy - Declarations	MJI-CR-GTC (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Commercial CRIME PLUS Endorsement	MJI-CR-PLUS-END (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Inc Limit of Ins for Specific Periods Endorsement	MJI-CR-INCLMTSP-END (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	ISO State Specific Endorsement for Canc/Nonrenewal	Per ISO Forms Library	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AMJ-2007-CRR01
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	AMJ-2007-CPR01
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☐ Rate Increase
 ☐ Rate Decrease
 ☒ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)
Austin Mutual	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)	n/a - new	
5b	Overall percentage rate impact for this filing	n/a - new	
5c	Effect of Rate Filing - Written premium change for this program	n/a - new	
5d	Effect of Rate Filing - Number of policyholders affected	n/a - new	

6.	Overall percentage of last rate revision	n/a - new
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7.	Effective Date of last rate revision	n/a - new
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	n/a - new
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01	AMJ-CR-R1	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02	AMJ-CR-SR1 AMJ-CR-SR1-AR (Arkansas Only)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03	AMJ-CR-SRWS	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	



AUSTIN MUTUAL INSURANCE COMPANY

Street Address: 10 Second Street NE, Suite 300, Minneapolis, MN 55413-2282

Mailing Address: PO Box 401, Minneapolis, MN 55440-0401

612-378-8600 Fax: 612-378-8653

May 14, 2007

HONORABLE JULIE BENAFIELD BOWMAN
COMMISSIONER OF INSURANCE
ARKANSAS INSURANCE DEPARTMENT
1200 WEST THIRD STREET
LITTLE ROCK AR 72201-1904

Re: Filing Authority
Grocer's Program

With this letter, Austin Mutual Insurance Company authorizes Med James, Inc. to prepare and submit on its behalf rate, rule and form filings for use with its Grocer's Program.

This authorization remains in effect until amended or terminated.

Please contact me should you have any questions at 612-378-8613 or
tmadsen@autinmutual.com.

Thank you.

Sincerely,

Terrel Madsen, CPCU, ARe
VP – Compliance and Product Development